

EXHIBIT A



Hill Country Contract for Sale (Texas)

17545 South FM 306

CANYON LAKE, TEXAS 78133

This Contract is made and entered into by Silverleaf Resorts, Inc., a Texas corporation ("Seller" or "Developer"), and the undersigned ("Buyer" or "Purchaser"). In consideration of the mutual promises contained in this document and the Promissory Note, if any, Seller agrees to sell to Buyer and Buyer agrees to purchase from Seller the Vacation Ownership Interest(s) (herein so called) legally described in the Property Description Addendum attached hereto and made a part hereof for all purposes, for the price, terms and conditions which follow:

SALE PRICE \$ 6,600.00

If a credit sale, Buyer shall sign and deliver a Promissory Note ("Note"), evidencing the obligation of the Buyer to pay the Amount Financed plus interest at the rate specified below.

The following disclosures shall apply:

TRUTH-IN-LENDING DISCLOSURE STATEMENT

Creditor: SILVERLEAF RESORTS, INC.

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments	Total Sale Price
The cost of your credit as a yearly rate:	The dollar amount the credit will cost you:	The amount of credit provided to you (or on your behalf):	The amount you will have paid after you have made all payments as scheduled:	The total cost of your pur- chase on credit, including your down payment of
14.49 %	\$ 3,663.30	\$ 6,036.39	\$ 9,699.69	\$ 888.61 \$ 10,588.30

Your payment schedule will be:

83 successive monthly payments of \$ 115.48 each, beginning SEPTEMBER 15, 2012

then a final payment of \$ 114.85, due AUGUST 15, 2019

Security: You are giving Seller a security interest in the Vacation Ownership Interest being purchased.

Late Payment: If a payment is received after the due date, you will be charged 10% of your monthly payment.

Prepayment: If you pay off early, no penalty will be charged.

See your contract documents for any additional information about nonpayment, default, any required repayment in full before the scheduled date, and prepayment refunds and penalties.

Buyer agrees to pay:

Loan Application Fee: \$ 75.00

Processing and Closing Fee: \$ 250.00

RCI Fee: \$.00

Attorneys Fee: \$.00

Recording Fees: \$

The foregoing fees shall be paid with the down payment or, alternatively, \$.00 shall be paid with the down payment and the balance shall be included in the Amount Financed thereby increasing the initial principal amount of the Note by \$ 325.00.

Membership Assessment: The membership assessment is payable monthly and is in addition to any monthly installment on any Amount Financed. Buyer agrees to pay the monthly membership assessment, presently \$ 38.22 per month, to Hill Country Resort Club (the "Club"), as stated in Paragraph 8 in the Additional Terms of this Contract. The Silverleaf Club, the managing entity, will use the assessments to pay for expenditures, charges, reserves, or liabilities relating to the operation of the Silverleaf timeshare properties managed by the Silverleaf Club.

THE ADDITIONAL TERMS OF THIS CONTRACT, EXHIBIT "A" AND THE ARBITRATION ADDENDUM CONTAIN IMPORTANT PROVISIONS WHICH ARE A PART OF THIS CONTRACT. BY SIGNING BELOW, BUYER ACKNOWLEDGES THAT BUYER HAS READ, RECEIVED AND FULLY UNDERSTANDS THE PROVISIONS CONTAINED IN THIS CONTRACT, EXHIBIT "A" AND THE ARBITRATION ADDENDUM AND AGREES TO BE BOUND BY THE TERMS THEREOF.

THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES.

Buyer: DAVID TRISTAN

Signed Effective the 31st day of JULY, 2012

Buyer: _____

Seller: SILVERLEAF RESORTS, INC.
1221 RIVER BEND DRIVE, SUITE 120
P.O. BOX 130358
DALLAS, TEXAS 75313
(214) 631-1166

Buyer: _____

Buyer: _____

Buyer: _____

Buyer: _____

By: _____

Address: 10227 MONTEREY CREST

Street

SAN ANTONIO TX 78251

City State Zip Code

(210) 519-7323

Area Code Phone Number

HOUSE DEAL 90000 was the person

primarily involved in the sales presentation on behalf of Silverleaf Resorts, Inc.



ADDITIONAL TERMS AND AGREEMENTS

1. Within a reasonable period of time following recordation, Seller will deliver to Buyer a deed which will convey title on Buyer's Vacation Ownership Interest in the Unit described in the Property Description Addendum, subject to all easements and other exceptions of record but free and clear of any liens and encumbrances except for the liens in favor of Seller which secure payment of the Amount Financed, if any. Any ad valorem taxes assessed against the Vacation Ownership Interest shall be paid by Hill Country Resort Club (the "Club").
2. Buyer promises and agrees that Buyer will make the monthly installments due hereunder or due under any installment purchase money note on or before that date such payment is due. Time is of the essence. If Buyer should default in making such monthly installment payments when due, then Seller shall have one of more of the following options:
 - a. If the Note is placed in the hands of an attorney for collection, Buyer agrees to pay reasonable attorney's fees. Reasonable attorney's fees shall be deemed to be ten percent (10%) of the unpaid debt after default, unless either party pleads or proves otherwise.
 - b. If a deed has been delivered, to foreclose the Deed of Trust securing the Note in accordance with the terms of the Deed of Trust, and seek a judgment for any deficiency due on the Note.
 - c. Pursue any other remedy available to it under applicable state and federal laws, either at law or in equity, to enforce the terms of this Contract or said Note or any other document or agreement by which Buyer is bound.
 - d. During any period in which Buyer is in default in the payment of the Note, and until such default is cured, Seller shall have the right to prohibit Buyer from using Buyer's Vacation Ownership Interest or any other Silverleaf program.
3. Buyer acknowledges that the purchase of the Vacation Ownership Interest is made without reliance on any representations or agreements except as expressly set forth herein, and Buyer is not relying upon any representations concerning rentals, rent return, tax advantages, depreciation or investment potential or other monetary or financial advantage. Buyer is purchasing the Vacation Ownership Interest for Buyer's own use and not as an investment.
4. The Use Period number(s) listed in the Property Description Addendum is fully defined in the Declaration. The first day of each numbered week shall begin at 5:00 P.M. on that day. The last day of each numbered week shall end at 10:00 A.M. on that day.
5. All payments due under the Note shall be payable on the due date thereof, without notice, at the office of Seller in Dallas, Dallas County, Texas, or at such other place as Seller may by notice designate in the future.
6. All notices (other than a notice of cancellation from Buyer to Seller as set forth in Exhibit "A") which either party desires or is required to give to the other shall only be given in writing, delivered by mail and addressed (with sufficient postage) as follows:
 - a. To Buyer in care of the address as stated on this Contract or to the last known address provided by Buyer to Seller in writing and delivered in accordance with this paragraph.
 - b. To Seller at the address listed on the reverse side of this Contract. Said notice shall be deemed given when mailed to Seller by certified or registered mail, return receipt requested (with sufficient postage).
7. The Silverleaf Club, an organization which manages the resort on behalf of the Club, has appointed Silverleaf Resorts, Inc., as exclusive managing agent for the Silverleaf Club ("Agent"). Buyer specifically authorizes Agent to act on Buyer's behalf with regard to any and all rights or actions necessary to protect Buyer's interest in the Unit and to assure enforcement of any and all provisions of this Contract, the Declaration and the By-laws of the Club (the "By-Laws"). Agent is specifically authorized to collect and enforce collection of all membership dues and assessments as set forth in this Contract, the Declaration and the By-laws. Agent is specifically authorized to promulgate rules and regulations and Buyer agrees that breach of same shall constitute a default under this Contract.
8. Buyer or Buyer's successor will be required to pay a monthly membership assessment to the Club. The membership assessment is based on the common expenses and costs of the Silverleaf resorts, other than Orlando Breeze Resort, including, but not limited to, ad valorem property taxes, insurance, utilities, maintenance, management, and administrative expenses, reserves for deferred maintenance and the like. Upon purchasing a Vacation Ownership Interest, Buyer automatically becomes a member of the Club. The failure of Buyer to pay the membership assessments shall constitute a default hereunder, and in addition, failure to pay such assessments entitles the Club to a lien against Buyer's Vacation Ownership Interest. The monthly membership assessment may be increased by the Club from time to time, and the Club is also authorized to make special assessments from time to time. Upon any conveyance of your Vacation Ownership Interest a change of ownership recordation fee will be payable to Seller, the amount of which is currently \$250 but which may be changed in the future as permitted by applicable laws.
9. This Contract and the agreements and promises herein set forth shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, assigns, successors and personal representatives, and the provisions of this Contract shall survive the closing of this transaction.
10. All articles of furniture, furnishings, personal property, fixtures and equipment included in the Unit are owned by the Silverleaf Club, and are not included in the purchase price set forth in this Contract. No article may be removed from the Unit by a buyer of a Vacation Ownership Interest, and any article of furnishings, furniture, personal property or fixtures damaged or destroyed by Buyer, Buyer's guests, licensees, invitees or assigns, shall be immediately replaced or repaired by Buyer at Buyer's expense. If Buyer fails to replace or repair such items, Silverleaf Club shall have the option of replacing or repairing such items, all at the Buyer's expense. Buyer shall also pay a reasonable amount for the expense of the Silverleaf Club in replacing or repairing such items.
11. The purchase of a Vacation Ownership Interest from Seller pursuant to this Contract also entitles Buyer to participate in the Bonus Time Program. The rules and regulations governing the Bonus Time Program are set forth in the "Bonus Time Disclosure Statement" which has been provided to you. Participation in the Bonus Time Program is subject to change and/or termination. Your right to participate in the Bonus Time Program may not be sold, assigned or otherwise transferred, except in conjunction with a conveyance of your Vacation Ownership Interest to your spouse or one or more of your or your spouse's lineal descendants, whether outright or in trust. Upon any other conveyance of your Vacation Ownership Interest, your Bonus Time privileges associated with the Vacation Ownership Interest shall terminate for all purposes.
12. Notwithstanding anything herein to the contrary, in the event construction of the Unit has not been completed within two years from the date hereof, this Contract shall be in default, and Buyer shall be entitled to exercise any or all legal remedies available to Buyer.
13. By executing this Contract Buyer acknowledges and agrees that Buyer did /did not DS visit the location of the Unit a Vacation Ownership Interest in which is being sold to Buyer pursuant to this Contract.
14. Seller hereby agrees that if Buyer cancels this Contract in accordance with Buyer's rights set forth in Exhibit "A", then all payments made by the Buyer to the Seller in connection with this Contract shall be refunded to the Buyer on or before the 30th day after the date Seller receives a timely notice of cancellation on or before the fifth day after the date Seller receives good funds from Buyer, whichever is later. If a timely notice of cancellation is not received and subject to any limitations under the Texas Timeshare Act, all escrowed funds will be paid to Seller.
15. Seller hereby represents and warrants that the common areas and amenities available to members of the Club either have not been mortgaged or, if mortgaged, the mortgage contains a nondisturbance clause protecting the right of members to continue to use the common areas and amenities in the event of and notwithstanding a foreclosure.
16. If the Vacation Ownership Interest that has been purchased hereunder is for a biennial (alternate year) Use Period, as indicated by either an "E" (for even year use) or an "O" (for odd year use) following the Use Period number set forth hereinabove, then Buyer shall only have the right to occupy the Unit in which Buyer has purchased a Vacation Ownership Interest hereunder during even or odd years as the case may be and, except for non-occupancy of the Unit during the off year, all rights of use, access and enjoyment attendant to the purchase of a Vacation Ownership Interest for a biennial (alternate year) Use Period shall in all respects be the same as the rights of use, access and enjoyment attendant to the purchase of a Vacation Ownership Interest for a full Use Period; provided, however, that the monthly membership assessments payable to the Club by a buyer of a biennial (alternate year) Use Period shall be only one-half (1/2) of the amount that is payable by a buyer of a full Use Period and, provided further, that the Bonus Time Program and Silverleaf Exchange Program shall only be available to the buyer of a Vacation Ownership Interest for a biennial (alternate year) in the same year in which such buyer has the right to occupy the buyer's Unit and not in the off year.
17. Buyer and Seller hereby agree that the Arbitration Addendum being executed in conjunction with this Contract is an integral part of this Contract and is hereby incorporated herein by reference.
18. The purchase of a Vacation Ownership Interest from Seller pursuant to this Contract also includes membership in the Silverleaf Exchange program which is provided and administered by the Silverleaf Club. The rules and regulations governing the Silverleaf Exchange program are set forth in the "Silverleaf Exchange Disclosure Statement" which has been provided to you. The Silverleaf Exchange program is subject to change and/or termination.

